

19578-8

INDENTURE AMENDMENT AND SUPPLEMENT NO. 3

INDENTURE AMENDMENT AND SUPPLEMENT NO. 3, dated September 6, 1995, (this "Supplement") between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under the Trust Agreement, dated as of June 27, 1995 (the "Trust Agreement") between the Owner Trustee and BA LEASING & CAPITAL CORPORATION, a California corporation, as Owner Participant, and HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, as Indenture Trustee (the "Indenture Trustee") under the Trust Indenture and Security Agreement (Santa Fe Trust No. 1995-1) dated as of June 27, 1995 (together with all amendments and supplements heretofore entered into, the "Indenture"), among the Owner Trustee and the Indenture Trustee.

WITNESSETH:

1. INDENTURE SUPPLEMENT:

WHEREAS, the Indenture provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Units with respect to which the Series of Trust Certificates issued hereunder relate, by having attached thereto a copy of the applicable Lease Supplement and shall specifically submit such Units to the Lien of the Indenture and this Indenture Supplement; and

WHEREAS, the Indenture relates to the Units described in the copy of the Lease Supplement of even date herewith attached hereto as Exhibit A and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, Premium, if any, and interest on each Series of Trust Certificates from time to time Outstanding under the Indenture (including those Outstanding under this Indenture Supplement) and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions for the benefit of the Certificate Holders contained in the Indenture and in the Operative Agreements to which it is a party, and for the uses and purposes and subject to the terms and provisions of the Indenture and this Indenture Supplement, and in consideration of the premises and of the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee has granted, bargained, sold, assigned, transferred, conveyed, mortgaged, pledged and confirmed, and does hereby grant, bargain, sell, assign, transfer, convey, mortgage, pledge, and confirm, unto the Indenture Trustee, its successors and assigns, for the security and benefit of the Certificate Holders from time to time, a security interest in and mortgage lien on all estate, right, title and interest of the Owner Trustee in, to and under (i) the property comprising the Units described in the copy of the Lease Supplement attached hereto as Exhibit A and (ii) the Lease and the Lease Supplement relating hereto and all Rent thereunder with respect to the Units to which the Series of Trust Certificates issued

under this Indenture Supplement relate, including, without limitation, all amounts of Basic Rent, Supplemental Rent and payments of any kind (including, without limitation, Stipulated Loss Value and Termination Value) required to be made by the Lessee thereunder with respect to such Units, to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the Certificate Holders.

BUT SUBJECT, HOWEVER, TO THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THE INDENTURE, SUCH EXCLUSIONS INCLUDING, any and all Excepted Property now existing or hereafter arising.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the Certificate Holders from time to time, and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

2. INDENTURE AMENDMENT:

WHEREAS, the Owner Trustee and the Indenture Trustee now desire to amend the Indenture in the respects but only in the respects set forth below;

NOW THEREFORE, in consideration of the premises and the covenants contained in the Indenture and this Indenture Supplement, and of the acceptance of the Trust Certificates by the Certificate Holders, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee and the Indenture Trustee agree to amend Section 2.14 of the Indenture in its entirety to read as follows:

"Section 2.14. ERISA Plan Prohibition. (a) On and after the issuance of the Trust Certificates of a Series in a Public Offering, no *"employee benefit plan"* within the meaning of Section 3(3) of ERISA that is subject to Title I of ERISA, *"plan"* within the meaning of Section 4975 of the Code or entity that is deemed to hold *"plan assets"* within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plan (hereinafter collectively referred to as an *"ERISA Entity"*), may acquire or hold any of the Trust Certificates unless either: (i) such acquisition is made by an insurance company with the assets of its general account with respect to which the insurance company represents and warrants that the requirements of Department of Labor Prohibited Transaction Class Exemption (*"PTE"*) 95-60 (issued July 12, 1995) are, and throughout the holding of the Trust Certificates by such general account will be, satisfied with respect to the purchase and holding of the Trust Certificates or (ii) the Person making such acquisition represents that its purchase does not, and throughout the holding of the Trust Certificates by such Person will not, result in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code because an exemption from such provisions is available to such Person and is applicable to such purchase and holding. On and after the issuance of the Trust Certificates of a Series in a Public Offering, the purchase by any Person of any Trust Certificates of such Series shall be deemed to constitute a representation

by such Person to the Lessee, the Owner Participant, the Owner Trustee and the Indenture Trustee that such Person is not purchasing, and has not purchased, such Trust Certificate with assets of an ERISA Entity, unless either: (A) such Person is an insurance company and is purchasing such Trust Certificates with the assets of its general account with respect to which the insurance company represents and warrants that the requirements of PTE 95-60 are, and throughout the holding of the Trust Certificates by such general account will be, satisfied with respect to the purchase and holding of the Trust Certificates or (B) the purchase and holding by such Person does not, and throughout the holding of the Trust Certificates by such Person will not, result in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code because an exemption from such provisions is available to such Person and is applicable to such purchase and holding.

(b) On and after the issuance of the Trust Certificates of a Series in a Public Offering, each Trust Certificate thereafter issued, upon such issuance, upon replacement or otherwise, shall include the following legend:

No "*employee benefit plan*" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*") that is subject to Title I of ERISA, "*plan*" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended (the "*Code*") or entity that is deemed to hold "*plan assets*" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plan may acquire or hold this Trust Certificate. The foregoing prohibition shall not apply with respect to an insurance company investing assets in its general account with respect to which the requirements of the Department of Labor Prohibited Transaction Class Exemption ("*PTE*") 95-60 (issued July 12, 1995) are, and throughout the holding of this Trust Certificate by such general account will be, satisfied with respect to the purchase and holding of this Trust Certificate or with respect to any Certificate Holder if its purchase will not, and throughout the holding of this Trust Certificate by such Person will not, result in a non-exempt prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code. By acquiring this Trust Certificate, the Certificate Holder shall be deemed to represent that the foregoing requirements are and will be satisfied.

(c) At any time before the issuance of the Trust Certificates of a Series in a Public Offering, the purchase by any Person of any Trust Certificate of such Series shall be deemed to constitute a representation to the Lessee, the Owner Participant, the Owner Trustee and the Indenture Trustee that: (i) such Person is not purchasing such Trust Certificate with assets of an ERISA Entity, (ii) the purchase and holding by such Person will not result in a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Code because an exemption from such provisions is available to such Person and is applicable to such Person's purchase and holding of

such Trust Certificates, or (iii) such Person is an insurance company general account with respect to which the requirements of PTE 95-60 will be satisfied with respect to the purchase and holding of such Trust Certificates and each such Trust Certificate shall contain a legend notifying the Certificate Holder of the foregoing.

(d) On and after the issuance of the Trust Certificates of a Series in a Public Offering, the Indenture Trustee shall deliver a letter with every Trust Certificate issued, which letter shall notify the Certificate Holder of the legend on the Trust Certificate described in Section 2.14(b) hereof."

3. MISCELLANEOUS:

It is the intention of the parties hereto that all Trust Certificates issued and Outstanding under the Indenture rank on a parity with each other Trust Certificate and that, as to each other Trust Certificate, they be secured equally and ratably by the collateral described herein and in other Indenture Supplements, without preference, priority or distinction of any one thereof over any other by reason of difference in time of issuance or otherwise; *provided*, that, for ease of administration, certain of the Units have been allocated to particular Series of Trust Certificates and such allocation may result, with respect to Section 6.1 of the Indenture, in prepayment of one or more but not all Series of Trust Certificates.

The Trust Certificates issued under this Indenture Supplement shall be designated as Trust Certificates, Series 1995-3. The Trust Certificates shall be substantially in the form set forth in Exhibit A to the Indenture. The Trust Certificates issued under this Indenture Supplement shall be dated the date of issuance thereof, shall be issued with the Maturity Date and shall bear interest as specified in Exhibit B hereto. The principal of each Trust Certificate shall be payable as follows (as indicated in Exhibit B attached hereto):

either

(a) in whole on the indicated Maturity Date; or

(b) in installments, on each Payment Date, including the Maturity Date, in the respective amounts of principal indicated.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and this Indenture Supplement is hereby incorporated by reference therein and the Indenture is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee and the Indenture Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.


The Owner Trustee hereby acknowledges that the Units referred to in the aforesaid Lease Supplement attached hereto and made a part hereof have been delivered to the Owner

Trustee and are included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Indenture.

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

By 
Name: DAVID A. VANASKEY, JR.
Title: Senior Financial Services Officer

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee


By _____
Name:
Title:

IN WITNESS WHEREOF, WILMINGTON TRUST COMPANY, as the Owner Trustee and HARRIS TRUST AND SAVINGS BANK, as the Indenture Trustee, have caused this Supplement to be duly executed by their respective officers thereunto duly authorized, as of the day and year first above written.

WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee

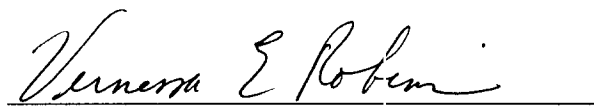
By _____
Name:
Title:

HARRIS TRUST AND SAVINGS BANK, not in its individual capacity, except as otherwise provided, but solely as Indenture Trustee

By  _____
Name: J. BARTOLINI
Title: VICE PRESIDENT

STATE OF DELAWARE)
COUNTY OF NEW CASTLE) SS

On this 31 day of ^{Aug.}~~September~~, 1995, before me personally appeared DAVID A. VANASKEY, JR., to me personally known, who being by me duly sworn, said that (s)he is a Senior Financial Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public


[NOTARIAL SEAL]

VERNEESA E. ROBINSON
NOTARY PUBLIC

My commission expires: My Commission Expires 12, 1998

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

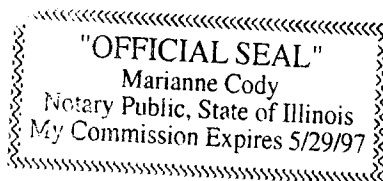
On this 1st day of September, 1995, before me personally appeared J. Bartolini, to me personally known, who being by me duly sworn, said tha. (s)he is Vice President of HARRIS TRUST AND SAVINGS BANK, that said instrument was signed on such date on behalf of said corporation on such day by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____



LEASE SUPPLEMENT NO. 3

(Santa Fe Trust No. 1995-1)

Dated as of September 6, 1995

between

WILMINGTON TRUST COMPANY,
not in its individual capacity, but
solely as Owner Trustee,
Lessor

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,
Lessee

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (SANTA FE TRUST NO. 1995-1), DATED AS OF JUNE 27, 1995, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

LEASE SUPPLEMENT (Santa Fe Trust No. 1995-1) NO. 3 dated as of September 6, 1995, (this "*Lease Supplement*") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "*Lessor*") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "*Lessee*");

WITNESSETH:

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1995-1) dated as of June 27, 1995 (as heretofore supplemented, the "*Lease*"); and unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease); and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. *Inspection and Approval.* The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. *Delivery and Acceptance.* The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. *Warranty.* The Lessee hereby represents and warrants that no event that would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. *Basic Rent, Stipulated Loss Values and Termination Values.* The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the revised Schedules 3, 4, and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of June 27, 1995", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

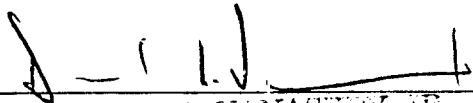
8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; *provided, however*, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: 
Name: DAVID A. VANASTEY, JR.
Title: Senior Financial Services Officer

LESSEE:

**THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered on the day and year first above written.


LESSOR:

WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: _____
Name: _____
Title: _____

LESSEE:

**THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY COMPANY**

By: 
Name: L. STEVEN VOLLMER
Title: Assistant Vice President-Finance

STATE OF Delaware)
) SS
COUNTY OF New Castle)

On this 30 ^{Aug} of ~~September~~, 1995, before me personally appeared DAVID A. VANASYTES JR., to me ~~known~~ personally known, who being by me duly sworn, say that he/she is Senior Finance Services Officer of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Veronica E. Robinson
Notary Public

[NOTARIAL SEAL] VERNESSA E. ROBINSON
NOTARY PUBLIC
My commission expires: My Commission expires October 12, 1996

* * * * *

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of September, 1995, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of September, 1995, before me personally appeared _____, to me personally known, who being by me duly sworn, say that he/she is _____ of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

* * * * *

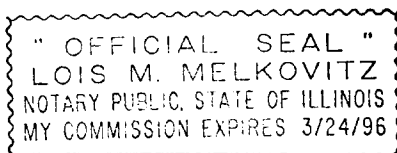
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 1 day of September, 1995, before me personally appeared STEVEN VOLLMER, to me personally known, who being by me duly sworn, say that he/she is AND FINANCE of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed on behalf of said corporation on such day by authority of its Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lois M. Melkovitz
Notary Public

[NOTARIAL SEAL]

My commission expires: _____



SCHEDULE 1
to Lease Supplement

UNITS

<u>NUMBER OF UNITS</u>	<u>DESCRIPTION OF EQUIPMENT</u>	<u>ROAD NUMBERS</u>
11	Model SD75M, 4300 HP 6-Axle, 6-Motor Turbo-charged Diesel Electric Locomotives	240-250 (inclusive)

TRUST CERTIFICATES--SERIES 1995-3

Maturity Date: January 6, 2013

Debt Rate: Floating Rate as set forth in the Initial Trust Certificate Purchase Agreement
(calculated on the basis of a year of 360 days and actual days elapsed)

Principal Amount: \$9,629,686.55

Payment Dates for Interest: As set forth in Section 2 of the Initial Trust
Certificate Purchase Agreement

Payment Amounts:

PAYMENT DATE

PAYMENT AMOUNTS

As set forth on Schedule 6 to the Participation Agreement, as in effect on the date hereof